

is a probability of the lessee being compelled to expend a considerable sum on "dilapidations" (repairs) to bring the property into good condition for delivery up to the lessor at the end of the term. In some cases it is where the lessor has actually served on the lessee a list of the "dilapidations" to be repaired. In such instances the lessee will sometimes negotiate with the lessor for settlement of the dilapidations claim and a surrender of the lease before the term has expired.

Sometimes a surrender is effected by what is known as a "merger." This takes place when a lessee purchases the lessor's interest in the land. In the past quarter of a century many large landed estates have been sold by auction or private treaty, and in very many cases the lessees eagerly bid for the lease of their own particular properties to turn their leasehold into a freehold or a sub-leasehold into a full leasehold interest. The purchase by a lessee of his lessor's interest does not, however, automatically merge the lease, notwithstanding that the buyer is not likely to sue himself for non-payment of rent or breach of covenant. There must be an intention or declaration by the lessee in favour of such merger.

This can to some extent be understood, by thinking of a lessee who buys his lessor's

interest—
not to get rid of the lease but to sell the
lessor's
interest to somebody else. If he buys
up the
ground rent to sell again, he obviously
does not
wish to have a merger but to keep the
lease alive.
What evidence of intention to merge the
lease is
required is more or less dependent on
the circum-
stances of each case.

In cases registered at H.M.
Land Registry